1987
ANNUAL
REPORT

FARMERS' ADVOCATE

Alberta
AGRICULTURE

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Alberta
AGRICULTURE

Office of the Farmers' Advocate of Alberta

HELMUT P. ENTRUP
FARMERS' ADVOCATE OF ALBERTA

3rd Floor, J. G. O'Donoghue Building, 7000 - 113 Street, Edmonton, Alberta, Canada T6H 5T6 403/427-2433

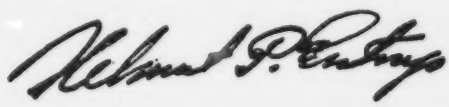
February 19, 1988

Honourable Peter Elzinga
Minister of Agriculture
324 Legislature Building
Edmonton, Alberta
T5K 2B6

Dear Sir:

I have the honour of presenting the Annual Report of the Farmers' Advocate of Alberta for the period January 1, 1987 to December 31, 1987.

Respectfully submitted,



Helmut P. Entrup
Farmers' Advocate of Alberta

OFFICE OF THE

FARMERS' ADVOCATE OF ALBERTA

1987

ANNUAL REPORT

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INTRODUCTION

The Office of the Farmers' Advocate of Alberta, reporting directly to the Minister of Agriculture, is attached to the Department of Agriculture and is located in the J.G. O'Donoghue Building, 7000 - 113 Street, Edmonton, Alberta. All necessary office supplies are requisitioned and the annual budget submitted through this Department.

This report provides a resume of our activities. It also provides an opportunity to express our appreciation, through the Minister, to other Departments and Agencies of the Government for assistance they have provided. The cooperation received from the sections of the private sector we are involved with is appreciated, as is the valuable support from the Provincial News Media.

In addition, we attempt to detail the workings of the Office, to delineate and provide some synoptic illustrations of the many cases we have dealt with during the past year.

JURISDICTION

The Farmers' Advocate of Alberta has two primary functions:

Firstly, to investigate and solve problems and act as mediator in disputes which involve farmers and other segments of industry.

Secondly, to act in an advisory capacity. Based on past experience and in the similarity among complaints, we are in a position to advise farmers, or present to farmers alternative routes to follow in an attempt to settle their outstanding complaints.

In disputes of individuals with local government (Rural Municipalities, Counties and Improvement Districts), we advance these complaints to the respective body and request information pertaining to these cases. If it is found by this Office that the complaint is justified, we take measures to encourage the respective body to review the circumstances with us in attempt to find a solution to the problem. We are pleased with the cooperation that we have received from all levels of local government.

We do not involve ourselves in cases where the complainant retains the services of a lawyer and withdraw from any case where the complainant subsequently retains legal service. With these exceptions, we attempt to mediate between two opposing parties with the aim of reaching an out-of-court settlement. Although farmers may have a legal remedy, litigation in many cases is far too expensive, too time consuming, and too mysterious and uncertain a procedure for all but a handful of farmers to pursue to a successful conclusion.

Therefore, we stress private negotiation between two opposing parties, always stressing an appreciation and understanding for the position taken by the other side.

GENERAL COMMENTS

This report is my last report after fifteen years of service to the farming community as Farmers' Advocate of Alberta serving under five different Ministers of Agriculture. I have enjoyed the services of some very capable and able employees over the years who have served untiringly in solving problems and finding solutions to the sometimes very complicated issues that were brought to our attention on an almost daily basis. One solved problem led to more requests for assistance. As more problems needed solving and more requests for educational meetings were received, we were kept extremely busy. Perhaps even too busy to notice how quickly the time has gone by.

Now, on the eve of my retirement I look back and indulge for a moment in reflecting what the last fifteen years have meant to me and to the clientele that I was asked to serve. Inadvertently the question comes to mind; Have I satisfied the expectations that the first Minister of Agriculture, Dr. H.M. Horner and the government of the day had as the announcement was made "We intend to create an office where all farmers can go to with all their problems and concerns"?

It was indeed a big order. I humbly admit I have not been able to satisfy all clients that have laid their burden before me. Some of those problems needed to be dealt with in a court of law, others were perceived problems that evolved out of misinformation or a misunderstanding of the law of the land. Sometimes we had to convince complainants that others have rights too that must be respected in order for us to live in peace and harmony in our community and neighbourhood.

It was my good fortune to have been born on a farm and to grow up in an agricultural environment where a handshake was as good as gold and the word of a neighbour was his bond. The hard school of war and struggle for survival taught me to learn to listen with compassion to those in need of help.

In the early years as Farmers' Advocate, I learned that while the majority of rural people are the salt of the earth, there are a few others that tried to take unfair advantage of their neighbours, resource companies, other business people or even governments.

GENERAL COMMENTS - CONTINUED

The loudest complainers were more often the most demanding parties, hoping to bluff others to give in to their sometimes unreasonable demands. The vast variety of issues that we had to deal with has helped keep us abreast of the problems of the day. It is my contention that with the changing times, not only issues change, people change as well. While fifteen years ago much education in the field of surface rights was needed and freely given by our office, today the majority of rural people know what their rights are, how to negotiate a contract and in general terms, how to get a fair deal. I am pleased that our office made a contribution towards better understanding by the farming community while at the same time we have lobbied with the resource industries for better practice of public relations, better and more meaningful contacts and in general an attitude of cooperation between the two important industries. The results are very encouraging. At the present time there are less confrontations, partially because of the better calibre of land agents, better knowledge of the subject matter and also fair legislation.

My early involvement in the efforts to have rural Alberta served with natural gas through their farmer operated gas co-ops was a challenge. I had the good fortune to be in a position to make my contribution to this movement and was recently rewarded by being presented an Honourary Life Membership in the Federation of Alberta Gas Co-ops. Under the diligent leadership of the Board of Directors and good management of the staff of most gas co-ops, it has become a rare event that problems between gas users and their co-ops have to be solved by us.

It is our hope that the same progress will take place with the Rural Electrification Association. The creation of the Joint Review Committee between the utility companies and the R.E.A.'s under the new Master Contract which we assisted to negotiate is, in my opinion, a step in the right direction.

Our relationship with our major farm organizations has been very rewarding and a vote of thanks is gladly extended to the many farm leaders that I learned to appreciate and cherish as my friends.

GENERAL COMMENTS - CONTINUED

The very cordial and friendly relationship with the Alberta Association of Municipal Districts and Counties deserves special mention since it was that organization, that in 1976 by motion at their convention, accepted the Farmers' Advocate as the institution to mediate between ratepayers and municipal councils. Over the years it has been a pleasure and delight to serve rural Alberta in that capacity.

To be trusted as a fair minded spokesman for farmers and ranchers by the resource industry and their professional organization is indeed an honour that we have cultivated and worked for over many years of meetings and dialogue. No doubt, it is to the benefit of rural people. We have frequently been consulted by officials of companies or their organizations in matters of inter-relationship of agriculture and the resource industries. A relationship of mutual respect exists between the Energy Resources Conservation Board and our office. A cost shared program between the E.R.C.B. and the resource industry on a basis of 50% cost sharing is providing my office with the funds to administer the new Water Well Restoration or Replacement Program for cases of damage to water wells by an action of seismic, oil and gas companies. This program started April 1, 1987.

Regarding groundwater and drainage, I believe it to be appropriate to issue a word of caution. In the administration of the Water Well Recovery Program, we encountered situations where well failure were blamed on seismic and oil field operations while the history of the area revealed that extensive surface drainage was demanded and undertaken to gain a few acres for crop production. Excessive drainage may backfire in time and could result in groundwater depletion and further water well failures.

Having experienced the severe water shortage during irrigation seasons first hand and listened to the many concerns expressed to me from many residents of southern Alberta, speaking in my capacity as Farmers' Advocate I am a strong advocate of the building of the Oldman Dam without further delay. I respect the right of vocal groups opposed to the dam to be heard but I expect of those groups that they do not make a mockery out of democracy by trying to outshout what appears to be the will of the silent majority.

GENERAL COMMENTS - CONTINUED

I wish to express my gratitude to the Members of the Legislative Assembly who understood the need of assurance to the farming community for protection of farmers from nuisance claims. Having been a longtime advocate of right-to-farm legislation by promoting and lobbying I am satisfied that the Agricultural Operation Practices Act that received Royal Assent in September, 1987 will act as a deterrent in preventing many unnecessary law suits against prudent farmers.

With the budget cuts of the R.C.M.P. and lesser deployment of law enforcement officers in rural Alberta, it is of vital importance for all rural residents to resort more and more to voluntary self help organizations to assist the R.C.M.P. in crime prevention by being the eyes and ears of the police. To this end I give a compliment to the Minister of Transportation and the Minister of Municipal Affairs as well as the Solicitor General for assisting in making the Rural Crime Areas across the province visible through large road signs. The Farmers' Advocate acts as chairman of the Provincial Steering Committee of all the Rural Crime Watch and Range Patrol groups in Alberta.

In closing, and as this is my last report as Farmers' Advocate of Alberta, I wish to sincerely thank the former Deputy Premier and Minister of Agriculture, Dr. H.M. Horner, his successors, Honourable Marvin Moore, former Ministers of Agriculture, Honourable Dallas Schmidt, Honourable LeRoy Fjordbotten and the present Minister of Agriculture, the Honourable Peter Elzinga. Everyone of the Honourable Ministers have given me the support that I needed. They understood that the success of this institution that started as an experiment could only be achieved by supporting the flexibility and independence of the Farmers' Advocate. In all the years as Farmers' Advocate I never found the door to the Minister to whom I reported, closed. I learned to respect everyone of the Honourable Gentlemen as sincere and true friends of the agricultural community.

To all my staff present and past, I say a humble thank you. You have carried me through the fifteen years of responsibility with devotion and loyalty and the pride of being members of a team with one goal: to serve Alberta and its rural citizens.

GENERAL COMMENTS - CONTINUED

I wish to thank all Members of the Legislative Assembly, past and present, for their support and friendship, all my colleagues and friends for their advice so very freely given. Last, but not least, I am beholden to my family, my wife, Helen, and my three daughters, Elizabeth, Donalee and Diane. Without their support it would have been a difficult time. In 1954 I came to this country with great expectations and a desire to make a contribution, further to be a good Canadian and Albertan. I am satisfied I have fulfilled that goal.

My hope for the future is that my successor will be able to enjoy his term in office with the kind of support and independence that was given to me.

SURFACE RIGHTS

Frequency of disputes have remained constant with the level of the previous year, however, information inquiries have increased parallelling the increased drilling activity.

We find the industry on occasion still using the old 1974 surface lease in their dealings with landowners. Encouragement is given those farmers who contact our office to use the "1985 surface lease agreement" available at District Agricultural offices.

Notable in 1987 were the number of people contacting our office indicating the annual compensation payments on their surface leases were in arrears.

The majority of these cases were informed of Section 39 of the Surface Rights Act which states:

> "(1) When an operator fails to pay, within 30 days following the day on which it was due, any money under a compensation order or surface lease, the person entitle to receive the money may submit to the Board evidence of the failure.
>
> (2) When the evidence submitted is satisfactory in the opinion of the Board with respect to the failure to pay, the Board may direct the Provincial Treasurer to pay out of the General Revenue Fund the amount of money to which the person is entitled.
>
> (3) If the Provincial Treasurer pays money to a person under subsection (2), the amount paid thereby constitutes a debt owing by the operator of the Crown."

Investigations by my office indicated that in the majority of these cases the company involved was a small company experiencing financial difficulty or the throes of bankruptcy.

SURFACE RIGHTS - CONTINUED

In the last quarter of 1987 this office was in attendance at public meetings in Caroline, Sundrie and Rocky Mountain House. The meetings were called by the involved companies for the purpose of providing information to the public on a major sour gas development in that area.

Given the nature of the gas and the size of some of the transmission lines contemplated, there are issues to be addressed relative to this development that have previously not been considered by landowners in our province.

One of the key issues stem from the fact that there may be development restriction up to 1½ km on either side of a maximum sized gas line.

The companies involved in this project have initiated environmental and socioeconomic studies in the effected area. They are also involved with a committee comprised of local municipal councillors and other interested parties for the purpose of providing answers and solutions to some of the questions posed.

Plaudits must be given to the involved energy companies over the manner in which they have conducted their affairs to date, relative to this development.

RURAL MUNICIPALITIES

Our Office has continued to have a good working relationship with the Municipal Governments in the Province. We are proud of the confidence which the Municipalities have shown in our Office as demonstrated by their willingness to abide by our recommendations.

The Farmers' Advocate will continue to mediate when requested by either local government or ratepayers. It will continue to draw on its many years of experience in this area, which I believe is one of good judgment and fair play.

AGRICULTURAL OPERATION PROTECTION ACT (RIGHT TO FARM)

Plaudits must be given our Government for bringing this legislation forward and to all Members of the Legislature for aiding its swift passage into law.

The Act was passed in the legislature in June, 1987 and gives some tangible recognition to the importance of the food producing sector of our society.

We do not expect the Act to be used a great deal but it stands as a signal and a warning to those in society who would interfere with farmers who conduct their normal farm practice in a husbandlike manner.

It would be my considered opinion that to afford farmers better protection, consideration should be given to taking minimum distance requirements for high density livestock operations out of the Health Act and placing them in the more appropriate legislation such as the Planning Act.

Presently there are double standards for minimum distance requirements which would indicate some doubt as to whether or not they are in fact a health issue. As it stands, high density livestock facilities are allowed within 500' of farmers residences but only within 1500' of non-farm residences.

Several cases in this area came before the office this year. In one of them we have been unable to assist and it may well require a legal solution.

FINANCE AND THE FARM

A small number of financial cases came to the attention of the office this year. The reduced number were no doubt due to the existence of the Farm Debt Review Board.

Of those cases dealt with, a substantial portion were clients requesting further assistance subsequent to the Debt Review Process. In most instances negotiating assistance was requested in dealing with the involved financial institution.

In about half of the cases some worthwhile assistance was provided.

FARM ORGANIZATIONS

We wish to thank the many farm organizations in the Province for their cooperation over the past year. I and my Assistant have attended annual and semi-annual meetings of several major farm organizations in the past year as well as those of the Alberta Association of Municipal Districts and Counties.

Past experience has shown that this personal contract with the membership is vital in keeping abreast of farm problems and issues.

Many times our personal contact with the membership has proved invaluable in the resolution of subsequent disputes.

Notable in the past year has been the improved relationship between some farm organizations in the seeking of resolutions to their common problem. More tolerance in accepting divergent views has been noted.

INSURANCE AND THE FARM INDUSTRY

Farmers continue to experience difficulty as it relates to the insurance industry. We have commented on this in previous years but unfortunately, we have to report that we are still experiencing complaints against the industry in general and adjustors in particular.

In many cases, farmers are not getting the type of coverage they have requested and this does not become known to them until such a time as a claim is submitted and rejected. Farmers are then being made aware that what they thought was the case, in effect is not, and have been asked to absorb many losses, which otherwise they felt would be covered by their insurance policies. In some cases the response from the insurance adjustors is the automatic rejection of a farmer's claim. The farmer is then forced into the unenviable position of not only having to face the prospect of incurring a substantial loss, but having to sue the insurance company for failure to perform.

At least part of the blame must rest with farmers for not taking the time to read their policies to make sure the concerns expressed in the negotiation stage of these policies are indeed included in the written policy.

It is my observation that further information and/or education on the subject of insurance would be desirable.

WILDLIFE DAMAGE AND ALBERTA HAIL AND CROP INSURANCE

Wildlife damage disputes that reach the Farmers' Advocate Office have continued to decline. This may be partly due to a mild winter, as they relate to ungulate predation of feed stocks but it would seem there are fewer disputes over grain damage by ducks and geese. In the discussions we have had at farm meetings it would seem there is an increased awareness of the vital role the farmer plays in the wildlife scene. That awareness seems to have translated into a more realistic settlement of damage claims.

Some appeals have been received to the decisions of the Alberta Hail and Crop Insurance Corporation. The majority of the complaints have no substance, however in a few instances appeals were arranged before the Corporation's Board of Directors and decisions were reversed.

It is notable that complaints over the Livestock Feed Security Program, which is an experimental program, have been addressed by the Legislative Review Committee.

FREEHOLD MINERALS

Given the numbers of private individuals in the Province holding mineral interests, the inquiries are inordinately high. Aside from general information inquiries, we have been able to isolate an ongoing and extensive problem that relates to the natural gas interests.

Producing companies are loath to sign a lease with a mineral owner which does not specify that the lessor shall receive his percentage of production at the wellhead. The result of this is that the companies are given almost free reign to charge whatever costs they wish for the processing and the transportation of the product to the place of sale. Costs associated with the capitalization of a processing facility may also be built into this charge assessed against the owner of the mineral interest. The end result is that a lessor leasing his gas at twelve and one-half percent royalty rate may end up with virtually nothing.

We cannot argue against the principle of limited deductions for gas cost allowance but these deductions should give recognition to the percentage of royalty due the owner.

The question often coming to mind is should Gas Cost Allowance charges against a freeholder leasing his gas rights at twelve and one-half percent be the same as those assessed against wells on Indian Reserve land where they receive at least fifty percent royalty by Federal Statute.

The average freeholder leases his minerals at rates from twelve and one-half to twenty percent, so one has to recognize that they are already discounted at the time the lease is taken.

WATER WELL RESTORATION OR REPLACEMENT PROGRAM

The Water Well Recovery Program instituted in 1978 was an economy measure by the Department of Agriculture phased out at the end of the fiscal year (March 31, 1987).

Recognizing the continued need for the program, my office lobbied the energy industry and their contractors and were successful in obtaining substantial funding for a replacement program.

Substantial parallelling discussion also took place with the Energy Resource Conservation Board (E.R.C.B.) who agreed to participate, not only as a financial contributor to the program but also as banker and accountant.

The role of my office in the new Water Well Restoration or Replacement Program continues to be the same as it was in the previous Water Well Recovery Program, namely acting as chairman, requesting investigations and conducting hearings. The cost of our activity in this area is still borne by the Department of Agriculture.

It is with some sense of achievement we view the current program since it continues as before with the principal burden of carrying the program lifted from the backs of the general tax payer.

The guidelines of the Water Well Restoration or Replacement Program are as follows:

1. Before an application can be submitted under this program, the applicant must endeavour to contact the geophysical or oil company to attempt settlement of the alleged damages.

2. If the applicant is unsuccessful with the company, and believes the alleged damages were caused by;

    a) seismic exploration, contact the Department of Forestry, Lands and Wildlife, Land Management and Development Branch, Exploration Inspections and Investigations Unit, 4th Floor, South Tower, Petroleum Plaza, 9915 - 108 Street, Edmonton, Alberta, T5K 2C9, phone: 427-3932.

b) oil or gas exploration, contact the Energy Resources Conservation Board office in Edmonton, phone: 427-0200 or Calgary, phone: 297-8311.

The appropriate department will carry out an investigation and take the necessary action with a subsequent report to the Water Well Restoration or Replacement Committee.

3. This program is designed to make partial or full payment only on those direct costs that have been incurred with the restoration or replacement of a water well. Therefore the applicant must include all receipts for works completed with the application.

4. The applicant must be prepared to attend and present evidence at a Water Well Restoration or Replacement Program Committee hearing which will be held in the applicant's area. The Committee consists of the Farmers' Advocate, who acts as Chairman, the Chairman of the Agricultural Development Committee, as well as a technical representative from the Department of Environment, Hydrogeology Branch, Earth Sciences Division. From time to time the Committee members will designate alternate members.

5. Following the hearing the Committee will forward the results of their decision, if in the affirmative, to the E.R.C.B. for payment to the applicant.

   All payments awarded under this program are ex gratia. They are of a gratuitous nature and not made due to any legal obligation. Consequently the decisions under this program are final and not subject to appeal.

6. Any inquiries regarding this program should be directed to the Farmers' Advocate Office, 3rd Floor, 7000 - 113 Street, Edmonton, Alberta, T6H 5T6, phone: 427-2433.

WATER WELL RECOVERY PROGRAM - CONTINUED

The Water Well Recovery Program began in 1978, retroactive to 1976. The expenditures for this program, from inception until it ended on March 31, 1987 are shown below.

TOTAL EXPENDITURES

Total amount paid for damaged wells		$ 697,906.38
Total applications	260	
Total rejections	55	

WATER WELL RESTORATION OR REPLACEMENT PROGRAM

The Water Well Restoration or Replacement Program began on April 1, 1987. Funded equally by the E.R.C.B. and industry, expenditures for this program from April 1, 1987 until December 31, 1987 are shown below.

TOTAL EXPENDITURES

Total amount paid for damaged wells		$ 7,211.71
Total applications	7	
Total rejections	3	

SEISMIC

Geophysical related concerns have generated a substantial amount of inquiries again this year. Most inquiries, usually by telephone, have been general in nature and primarily related to compensation and property rights.

When contacted the industry has, for the most part, cooperated with the office to promptly resolve the difficulty experienced by the landowner.

Late payment of the contracted fee has caused a number of calls. Generally the companies explanation is that they have contracted the job for the oil company and they have not yet been paid. Contractual provisions describing payment process could resolve the situation for most landowners.

LIVESTOCK PREDATOR INDEMNITY PROGRAM

The Farmers' Advocate acts as the appeal body for livestock owners who suffer livestock losses by predators and who, upon making application under the program, have their claim denied.

Rejected producers express much dissatisfaction with the program, one reason being that death by predators is difficult to prove. The difficulty in proof exists for two reasons:

1. That most producers under farm and range conditions do not have a daily check on animals, and

2. That a carnivore will consume the carcass before discovery by the producers, or if the carcass is not totally consumed, decay aided by hot summer weather will make an autopsy almost impossible in a very short time.

In summary it is an almost impossible task to separate cases of cheating and negligence from legitimate predator losses, predator losses that can and often are substantial in agricultural lands on the fringe of the green or bush areas.

Noteworthy is the fact that dubious cases have been pursued more vigorously this year by applicants than was formerly the case.

Cases involving fox predation of poultry have begun to create substantial appeals. Prior to this year the office had virtually no cases involving foxes. These cases are seldom approved since the fox carries the evidence away with it and the program requires hard evidence.

RURAL CRIME WATCH

Rural Crime Watch experienced another successful year with a very successful regional seminar held in Beaverlodge on November 14, 1987.

The annual Rural Crime Watch Provincial Workshop will be held by the Stony Plain Rural Crime Watch Association in Stony Plain on February 26 and February 27, 1988.

Budget cuts in provincial funding for the R.C.M.P. have resulted in withdrawal of services of special livestock investigators by the "Force". This does not mean they will not investigate livestock theft but only that the expertise gained by specialization by some members of the force in this specific area will not be generally available.

This should send a clear message to all rural residents and Crime Watch members that crime prevention is ultimately their responsibility. Anything that we can do to be the eyes and ears for those who carry out law enforcement on our behalf is for our own and societies benefit.

Rural Crime Watch Supplies -- signs, decals, etc. are warehoused at the Farmers' Advocate Office and orders are filled from here. The Alberta Cattle Commission bankrolls the inventory of supplies and handles all financial affairs.

A Rural Crime Watch group or member wishing to order supplies will send his order and money to the Alberta Cattle Commission. The Commission will then send us the order which will be filled from our Office.

My Office wishes to thank the R.C.M.P. and the Solicitor General's Office for their cooperation and assistance.

MEDIATION AND EDUCATION

Our main concern, other than mediation of problems, remains now as it has in the past, that of educating farmers and in extending to them the tools and information needed to make them more cognizant of what potential dangers lay ahead in all their operations. Farmers now realize that not only too little or too much rain, hail, and not enough sun and such, can go a long way to make what is otherwise a viable farm operation less viable or non-viable. They are also realizing that due to the technological advances in farming and the ever changing techniques encompassed in the day-to-day operation, that they must be aware of other areas which pose problems to them. It is these potential problems and concerns that we have dealt with and continue to deal with that have proven so rewarding to this Office.

Concerns expressed to this Office are limited only by the problems encountered by farmers as we have no hard and fast perimeters in which to operate. In many cases, this Office has the expertise to prove of assistance to farmers whether it be at the informational stage or in its role of mediation, whether it be problems between farmers and companies, farmers versus farmers, or farmers and any other segment of our economic as well as social structures.

One of our most important functions is that of making farmers aware of potential problems or circumstances which may prove very foreign to them over and above their normal operation. It is in this area that we are most beneficial, not only to them but also to the other party of the complaint or inquiry, as the vast majority of companies are more than willing to allow our involvement in an attempt to rectify through mediation which, in many cases is no more than a misunderstanding or a conflict of personalities.

MEDIATION AND EDUCATION - CONTINUED

We have not been able to solve all the problems, nor were we able to find solutions to some of the many varying problems. However, it cannot be said that we did not try. We feel that anyone, whether it be a Government Official or an individual who is striving to do the best job possible, who can go all year and say that they did not make an honest mistake, has not being doing their job.

We feel we have addressed all concerns and complaints that have been brought to our attention objectively, and have not avoided responsibility by refusing to extend our assistance where required. However, in some cases we have not been able to bring about the settlement or conclusion sought by the individuals and have thus been openly criticized. We stand by the decisions we have made, as they have been based on the information submitted and investigated by us.

If we have made mistakes, it is not because we have predetermined the outcome but have found that we, like the individual bringing the concerns to us, have been unable to overturn what has happened. We make no apologies for the actions taken in cases of this nature and will continue to strive to be unbiased, objective and fair in our treatment of all cases brought before this Office. A great deal of educational or informational material is available through our Office or Alberta Agriculture Information Services Division. A few of the information pamphlets initiated or compiled by this Office are as follows:

- Farmers and the Law
- Negotiating Surface Rights
- Seismic Operations & Farmers' Rights
- Leasing Mineral Rights
- Rural Crime Watch Constitution and By-Laws.

OFFICE ADMINISTRATION

At the writing of this Report the Office of the Farmers' Advocate of Alberta consists of the following members:

Helmut P. Entrup	Farmers' Advocate of Alberta
Clifford W. Downey	Executive Assistant to the Farmers' Advocate of Alberta
Sheila D. Majeau	Principal Secretary
Sharon C. Poitras	Secretary

I would like to take this opportunity to thank all my staff for their continued outstanding service which contributes to the efficiency and success of this Office.

MEETINGS - 1987

JANUARY

2	Surface Rights Concerns	Claresholm
12 - 15	Farm Organization Concerns	Edmonton
19	Surface Rights Concerns	Cadogan
21	County Concerns	Thorhild
23	Surface Rights Concerns	Calgary
23	Crime Prevention Concerns	Calgary

FEBRUARY

2	Land Use Concerns	Calgary
4	Drainage Concerns	Rimbey
8 - 10	Agriculture Concerns	Lethbridge
9 - 11	Rural Utility Concerns	Edmonton
13	Water Well Hearings	Sangudo
16	Environmental Concerns	Cardiff
17	Livestock Predation Concerns	Edmonton
19	Surface Rights Concerns	Cadogan
24	Water Well Hearings	Grande Prairie
25 - 26	Improvement District Concerns	Edmonton
27	Water Well Hearings	Innisfail

MEETINGS - 1987 - CONTINUED

MARCH

4	Groundwater Concerns	Edmonton
6 - 7	Agriculture Concerns	Calgary
13 - 14	Crime Prevention Concerns	Lethbridge
17	Farm Concerns	Red Deer
20	Water Well Hearings	Thorhild
20	Water Well Hearings	Waskatneau
26	Farmland Concerns	Lethbridge
27	Water Well Hearings	Barrhead
30 - 31	Municipal Concerns	Red Deer

APRIL

1	Municipal Concerns	Red Deer
5	Municipal Concerns	Edmonton
7	Crime Prevention Concerns	Stony Plain
8	Water Well Hearings	Wainwright
9	Surface Rights Concerns	Wainwright
10	Water Well Hearings	Medicine Hat
11	Farm Concerns	Coronation
16	Rural Utility Concerns	Camrose
27	Water Well Hearings	Edmonton
28	Crime Prevention Concerns	Calgary

MEETINGS - 1987 - CONTINUED

MAY

1	Drainage Concerns	Gadsby
11	Pipeline Concerns	Glen Park
15	Farmland Concerns	Edmonton
28	Flooding Concerns	Sherwood Park

JUNE

5	Gas Co-op Concerns	Red Deer
5	Grain Company Failure	Keoma
6	Crime Prevention	Red Deer
8	Drainage Concerns	Smoky Lake
8	Drainage Concerns	Redwater
10	Water Well Concerns	Calgary
11	Disputed Water Source	Woking
12	Agricultural Concerns	Falun
12	Sewage Concerns	Wetaskiwin
15	Reclamation Concerns	Blackfalds
15	Cattle Commission Concerns	Red Deer
16	Irrigation Concerns	Mossleigh
17	Crime Prevention Concerns	Stony Plain
23	Rural Utility Concerns	Edmonton
25	Environmental Concerns	Calgary
30	Environmental Concerns	Lac La Biche

MEETINGS - 1987 - CONTINUED

JULY		
14	District Concerns	Vermilion
23	Agricultural Concerns	Edmonton
29	Opening of Bassano Dam Site	Bassano
AUGUST		
14	Water Well Hearing	Paintearth
19	Agricultural Concerns	Edmonton
25	Cas Lease Concerns	Edmonton
26	Right-of-Way Concerns	Edmonton
27	Agricultural Concerns	Olds/Eckville
28	Agircultural Concerns	Camrose
SEPTEMBER		
9 - 11	Agricultural Concerns	Lethbridge
15	Municipal District Concerns	Lethbridge
16	Crime Prevention Concerns	Red Deer
18	Environmental Concerns	Edmonton
26	Surface Rights Concerns	Edmonton
30	Drainage Concerns	Thorhild
30	Farm Lease Dispute	Radway

MEETINGS - 1987 - CONTINUED

OCTOBER

1	County Concerns	New Sarepta
2	Crime Prevention Concerns	Stony Plain
5	Environmental Concerns	Edmonton
7	Drainage Concerns	Cypress Hills
8	Livestock Predation Concerns	Idlesleigh
9	Special Area Concerns	Dowling Lake
13	Livestock Predation Concerns	Edmonton
14	Water Well Hearing	Debolt
20	Drainage Concerns	Thorhild
23	Municipal Concerns	High River
30	Crime Prevention Concerns	Stony Plain

NOVEMBER

1	Rural Crime Prevention	Red Deer
5	Rural Crime Prevention	Ranfurly
6	Right-of-Way Concerns	Olds
9	Highway Relocation Concerns	Cooking Lake
10	Agricultural Concerns	Pincher Creek
12	Surface Rights Concerns	Spondin
13	Mineral Lease Concerns	Ponoka
16 - 19	Municipal District/County Concerns	Edmonton
24 - 26	Gas Co-op Concerns	Red Deer
27	Surface Rights Concerns	Nanton

MEETINGS - 1987 - CONTINUED

DECEMBER

1	Irrigation Concerns	Lethbridge
2	Drainage Concerns	Medicine Hat
2	Surface Rights Concerns	Arrowwood
7 - 9	Cattle Commission Concerns	Edmonton
8	Water Well Hearing	High River
8	Gas Development Concerns	Sundrie
15	Petroleum Concerns	Calgary
16	Rural Crime Prevention	Edmonton
17	Livestock Predation Concerns	Edmonton
18	Water Well Hearing	Rocky Mountain House
21	Livestock Predation Concerns	Edmonton

SURFACE RIGHTS - WELLS-PIPELINES

Complaint regarding surface lease increases being paid to previous owners who withheld annual compensation as a condition of sale	Unable to Assist
Surface rights concerns with oil	Information Provided
Concerned about production charges by oil company	Information Provided
Seeks compensation for right-of-way	Information Provided
Oil company cut line beyond permitted boundaries	Assistance Rendered
Seeks assistance in removal of lien filed against his land	Assistance Rendered
Requests compensation for two right of entry orders and one well site access road lease	Information Provided
Requests rent before signing lease with company	Rectified
Concerned about rising costs of processing	Unable to Assist
Requests increase in annual rent of land	Information Provided
Seeks compensation on surface lease negotiations and damage from surveying party	Assistance Rendered
Requests information on surface lease	Information Provided
Requests compensation for personal negotiating expenses	Information Provided
Seeks assistance in having expired rental agreements reviewed	Information Provided
Claims 3.41 acres not included in lease agreement	Assistance Rendered

SURFACE RIGHTS - WELLS-PIPELINES - CONTINUED

Seeks reclamation of land on well site	Referred to Department Concerned
Wants negotiations with oil company for higher compensation	Assistance Rendered
Requests assistance for grant of easement document	Assistance Rendered
Requires clarification of oil company's rights regarding soil on right-of-way	Information Provided
Seeks assistance interpreting clause in lease	Assistance Rendered
Refused entry to geophysical company	Information Provided
Oil company trespassing on grazing lease	Assistance Rendered
Wants electric motor on oil well - oil company not fulfilling their contract	Assistance Rendered
Oil company not using right-of-way - entering along fenceline	Assistance Rendered
Seeks assistance to rectify wet areas caused by well drilling operations	Assistance Rendered
Concerns regarding surface lease	Information Provided
Not being paid amount agreed to in lease	Information Provided
Not satisfied with oil lease agreement	Information Provided
Unhappy with unlimited access lease	Information Provided
Requests examination of surface lease	Information Provided
Seeks assistance obtaining lease payment from oil company	Assistance Rendered

SURFACE RIGHTS - WELLS-PIPELINES - CONTINUED

Campsite area set up without permission	Rectified
Requests examination of surface lease	Information Provided
Seeks assistance in getting lease payment	Referred to Department Concerned
Reclamation not properly completed by oil company	Information Provided
Requires assistance regarding surface lease	Assistance Rendered
Delay in reclamation of well site	Assistance Rendered
Cow drowned in sump pit	Under Investigation
Oil drilling operations cut off water supply	Under Investigation
Problems with irrigation district regarding expansion of irrigation system	Under investigation

SURFACE RIGHTS - POWERLINES

Damage to auger by downed powerline caused by power company	Rectified
Clarification as to who supplies electrical service	Information Provided
Information regarding distribution of funds from company	Referred to Department Concerned
Brush cut under powerline not cleared away	Information Provided
Damage to tires due to sharp tree stumps	Information Provided
Cleanup of right-of-way unsatisfactory	Information Provided

SURFACE RIGHTS - HIGHWAYS, ROADS

Road rental dispute	Information Provided
Requests adequate access road from county	Information Provided
Requests compensation for damage road	Assistance Rendered
Disruption of farmyard and corral by highway construction	Rectified
Borrow pit area on land in unacceptable conditions	Referred to Department Concerned
Borrow pit disturbed, left in bad condition	Rectified
Requesting rental on access roadway	Not Justified
Dispute over road construction	Assistance Rendered

SURFACE RIGHTS - MINERALS

Feels they are overcharged under the Freehold Mineral Rights Tax Act	Information Provided
Clarification of mineral lease	Information Provided
Seeks information on leasing mineral rights	Information Provided
Seeks information on gas cost allowance	Information Provided
Seeks information on mineral lease and gas cost allowance	Information Provided
Feels too much is being deducted for processing fees	Information Provided
Unhappy with the amount of processing fees being deducted	Information Provided
Wants changes in his mineral lease	Under Investigation
Requests recovery of past royalties on gas lease	Information Provided

SURFACE RIGHTS - SEISMIC

Unhappy with process of mineral surface lease payments	Information Provided
Nonpayment from company for geophysical activity	Assistance Rendered
Seeks assistance regarding designation of payment from company	Information Provided
Damage to home caused by seismic activity	Assistance Rendered
Seismic companies not negotiating settlement	Rectified
Seismic activity caused mare to abort foal	Not Justified
Seeks compensation for geophysical exploration	Information Provided

SURFACE RIGHTS - TRESPASS

Alleges county trespassing on land	Information Provided
Utility company trespassing on land	Assistance Rendered
Trespass involved in restoration of drainage ditch	Assistance Rendered

FINANCIAL PROBLEMS

Complaint regarding government audit on farm	Assistance Rendered
Dispute with town regarding unpaid storm sewer taxes	Assistance Rendered
Seeks refund of balance owing from Revenue Canada	Assistance Rendered
Bank starting foreclosure proceedings	Information Provided

FINANCIAL PROBLEMS - CONTINUED

Feels unfairly treated by financial institution	Rectified
Dispute with financial institution	Information Provided
Dispute with financial institution	Assistance Rendered
Problem with financial institution regarding loan cards	Unable to Assist
Debt to financial institution	Assistance Rendered
Information needed regarding receivership	Information Provided
Problems regarding mortgage of cattle	Rectified
Bank interest overcharge	Information Provided
Bank interest overcharge	Assistance Rendered
Requests financial assistance to purchase land	No jurisdiction
Financial institution tender of farm land	Information Provided
Financial institution claiming money owed to client by his brother	Assistance Rendered

SURFACE RIGHTS - FLOODING

Neighbour built dyke on fenceline during flood	Referred to Department Concerned
Lake flooding his land, impeding sale	Referrred to Department Concerned
Draining ditch flooding his land, wants compensation	Unable to Assist
Natural flow of water obstructed causing flooding	Assistance Rendered

SURFACE RIGHTS - FLOODING - CONTINUED

Water flooding his yard due to small culvert	Information Provided
Water from ditch flooding his field	Assistance Provided
Water in fields caused grain loss	Information Provided
Culvert situation is unsatisfactory	Referred to Department Concerned
Compensation for flooding caused by rains	Assistance Rendered
Installation of highway caused flooding on her land	Assistance Rendered
Creek flooding 100 acres of property	Assistance Rendered
Road construction causing overflow culverts to wash out	Information Provided
Flood damage from neighbour's beaver dam	Not Justified
Flooding of ditch	Information Provided
Problem with diversion dyke causing flooding	Under Investigation

HAIL, WIND, POLLUTION

Dissatisfaction with settlement for crop loss	Not Justified
Made payment for crop coverage one day too early	Assistance Rendered
Water well contamination	Information Provided
Dugout contaminated with crude oil	Referred to Department Concerned
Water level dropped after oil well was drilled	Under Investigation
Water well damaged due to seismic	Rectified

SURFACE RIGHTS - GROUNDWATER

Iron filter in well not doing proper job	Information Provided
Wants compensation for costs of hauling water	Information Provided
Loss of water supply after gas exploration	Referred to Department Concerned

LIVESTOCK

Construction noise adversely affecting animals	Assistance Provided
Dispute between breeder and seller of bull	Information Provided
Misrepresentation regarding sale of new tractor	Referred to Department Concerned
Disagreement with livestock predator claim	Assistance Rendered
Neighbour's cattle damaging crop	Unable to Assist
Holds power company responsible for death of cow	Required Litigation
Dispute regarding cancellation of grazing lease	Referred to Department Concerned
Concerned about new turkey quotas	Assistance Rendered
Cattle died from bloat	Unable to Assist
Calves died from neonatal scours	Assistance Rendered
Stray dogs molesting livestock	Information Provided
Concerned about packing plant handling fee	Information Provided

FENCES	
Dispute with neighbour regarding fenceline	Information Provided
Wants oil company to build fence	Assistance Rendered
Wants oil company to fence their lease sites	Information Provided
Dispute over fenceline	Assistance Rendered
Dirt bulldozed over his fence causing problems	Information Provided
Neighbour demanding payment for fence	Information Provided
FARM MACHINERY	
Problem with tractor	Referred to Department Concerned
Overcharged by auction firm	Required Litigation
Tractor company didn't fulfill obligations	Unable to Assist
Problem with round baler from equipment company	Assistance Provided
Tractor company didn't repair tractor property	Referred to Department Concerned
Unhappy with repairs to tractor	Referred to Department Concerned
Consignment of disc unsatisfactory	Unable to Assist
BUILDINGS	
Manufacture of shed inadequate	Assistance Rendered
Building order wasn't cancelled when requested	Assistance Rendered

GAS CO-OPS - PROBLEMS

Questioning royalty payments	Information Provided
Dispute with gas co-op over flooded basement	Unable to Assist
Dispute with gas co-op	Information Provided
Gas co-op involved in problem with oil company and farmer	Assistance Rendered
Utility right-of-way on farmers land	Information Provided
Gas Co-op require help obtaining signature on utility right-of-ways	Unable to Assist

GENERAL REQUESTS - PROBLEMS

Problem with Western Grain Stabilization Act permit	Assistance Rendered
Problem with easement with gas company	Information Provided
Problem with water well driller	Referred to Department Concerned
Dispute with power company regarding microwave oven	Information Provided
Pipeline reclamation dispute with oil company	Assistance Rendered
Trouble with payments to gas company	Assistance Rendered
Opposing development of proposed oil skimmer plant	Unable to Assist
May lose land used as security for someone else's land purchase	Information Provided

GENERAL REQUESTS - PROBLEMS - CONTINUED

Concerns regarding chemical performance and pricing	Unable to Assist
Damages caused by chemical overspray	Unable to Assist
Requires information about renter qualification for special grains program	Information Provided
Drilling company slow to repair or replace faulty well	Assistance Rendered
Dispute with insurance company regarding honey producer	Referred to Department Concerned
Submitted application for trees after deadline	Unable to Assist
Dispute with municipality regarding interest on taxes	Information Provided
Problem with service from irrigation district	Assistance Provided
Request information regarding seismic activity on rented land	Information Provided
Request for information regarding seismic activity	Information Provided
Requested assistance obtaining colt's registration papers	Information Provided
Dispute regarding reclamation on his property	Assistance Rendered
Questions regarding telephone company right-of-way	Information Provided
Caveat against land he wishes to sell	Assistance Rendered
Wants reimbursement of taxes wrongfully imposed	Assistance Rendered
Caveat against property interferes with business	Assistance Rendered

GENERAL REQUESTS - PROBLEMS - CONTINUED

Compensation for fall work performed previous year	Unable to Assist
Assistance and investigation regarding livestock feed program	Assistance Rendered
Information regarding legal rights to payment under Special Canadian Grains Program	Information Provided
Requests refund from oil company for unsatisfactory service	Assistance Rendered
Requests compensation for damages to his land	Assistance Rendered
Wants something done about deer damage	Referred to Department Concerned
Being billed for idle seasons of service by utility company	Referred to Department Concerned
Unhappy with duck project on lake	Referred to Department Concerned
High cost of power estimates	Information Provided
Requests information regarding leasing and/or sale of land	Information Provided
Requests information on participation in Western Grain Stabilization Program	Information Provided
Damage and inconvenience by oil and gas development	Information Provided
Feels irrigation district is treating him unfairly	Unable to Assist
Seed purchased failed to germinate	Assistance Rendered
Concerns regarding shopping for food in Alberta	Referred to Department Concerned
Concerned about spraying of road allowances	Assistance Rendered

GENERAL REQUESTS - PROBLEMS - CONTINUED

Claims irrigation district owes him money	No Jurisdiction
Dealer wouldn't deliver feed at price in contract	Assistance Rendered
Not permitted to use purple gas in mobile feed mill	Unable to Assist
Would like to know the intent of the Alberta Hail & Crop Corporation Coverage Restoration Program	Assistance Rendered
Fined for watering cattle on ice on the river	Unable to Assist
Packing plant not keeping promises about quotes	Assistance Rendered
Gas company damaged septic system - wants compensation	Assistance Rendered
Utility bill extremely high	Unable to Assist
Discharge of caveat	Information Provided
Probate of will	Information Provided
Were told they were violating a patent held by a competing firm	Assistance Rendered
Request for financial assistance for appeal case	Unable to Assist
Dissatisfied with settlement from insurance company	Assistance Rendered
Seeks assistance regarding crop share contact and lease agreement	Assistance Rendered
Herbicide used was not successful	Information Provided
Displeased with packing plant over price of beef	Under Investigation
Dam backs up water onto neighbour's land	Assistance Rendered

GENERAL REQUESTS - PROBLEMS - CONTINUED

Displeased with taxing of farm residence	Information Provided
Water supply to dugout insufficient for watering garden	Information Provided
Concerns regarding proposed subdivision in county	Information Provided
Unhappy with spraying in roadside ditches	Information Provided
Pumping of lagoon into creek has caused water contamination	Assistance Rendered
Farmers wants portion of road plan closed and transferred to him on separate title	Information Provided
Problems with pesticide purchased from supplier	Rectified
Discharge of caveat	Rectified
Grass field and fence damaged from firefighters	Assistance Rendered
Unhappy with consequences from error on milk quota	Not Justified
Problem with feed supplier regarding 19% complete ration	Referred to Department Concerned
Clearing of river channel	Information Provided
Problems collecting monies from oil company	Abandoned
Wants reinstatement into Grain Stabilization Program for 86/87 crop year	Information Provided
Feels he shouldn't have to pay duty on aerial helmet	Under Investigation

SOURCE OF WRITTEN COMPLAINTS BY LOCATION

ALIX	1	CARDSTON	1
ALLIANCE	1	CAROLINE	2
ANDREW	1	CARSTAIRS	1
ARROWWOOD	1	CASTOR	1
ATHABASCA	1	CHERRY POINT	1
BARRHEAD	2	CLYDE	1
BAWLF	1	COALDALE	2
BAY TREE	1	CORONATION	3
BEAVERLODGE	1	CRAIGMYLE	1
BENALTO	1	CROOKED CREEK	1
BENTLEY	1	DALEMEAD	1
BLACKFALDS	1	DAYSLAND	1
BLUFFTON	2	DELBURNE	1
BONNYVILLE	1	DERWENT	1
BOWDEN	1	DIXONVILLE	1
BOW ISLAND	1	DRAYTON VALLEY	3
BOYLE	2	DRUMHELLER	3
BRETON	1	DUCHESS	1
BUCK LAKE	1	DUFFIELD	1
BURDETT	1	ECKVILLE	2
CALGARY	5	EDMONTON	9
CALMAR	1	EDSON	1
CAMROSE	1	EGREMONT	2
CANMORE	1	ENCHANT	1

SOURCE OF WRITTEN COMPLAINTS BY LOCATION - CONTINUED

EVANSBURG	2	IRVINE	1
FAIRVIEW	1	LACOMBE	2
FLATBUSH	1	LACRETE	1
FORT ASSINIBOINE	1	LAMONT	1
FORT SASKATCHEWAN	1	LEDUC	2
FROG LAKE	1	LETHBRIDGE	1
GLENDON	2	LINDALE	1
GRAND CENTRE	1	LOUGHEED	2
GRANDE PRAIRIE	1	LOUSANA	1
GRASSY LAKE	2	MADDEN	1
HAIRY HILL	1	MANNING	1
HANNA	1	MAGRATH	1
HAY LAKES	1	MARWAYNE	1
HIGH PRAIRIE	3	MILK RIVER	2
HIGH RIVER	2	MORINVILLE	2
HUGHENDEN	1	MORRIN	1
HYTHE	1	MOSSLEIGH	3
IDDESLEIGH	1	MUNDARE	2
INNISFAIL	1	NEERLANDIA	1
INNISFREE	1	NEW NORWAY	1
IRMA	3	NEW SAREPTA	2
IRON RIVER	1	NEWBROOK	1
IRRICANA	1	NITON JUNCTION	1

SOURCE OF WRITTEN COMPLAINTS BY LOCATION - CONTINUED

OHATON	1	STREAMSTOWN	1
OLDS	3	STROME	2
ONOWAY	1	SUNDRE	5
PARADISE VALLEY	1	SUNNYBROOK	1
PEACE RIVER	1	SUNSET HOUSE	1
PEERS	1	SYLVAN LAKE	1
PINCHER CREEK	1	TABER	2
PLAMONDON	1	THORHILD	1
PONOKA	2	THORSBY	3
RED DEER	3	TOFIELD	1
REDWATER	2	TWO HILLS	1
ROCKYFORD	1	VALLEYVEIW	1
ROCKY MOUNTAIN HOUSE	2	VAUXHALL	1
ROLLING HILLS	1	VEGREVILLE	5
ROSALIND	1	VERMILION	1
RYLEY	1	VETERAN	2
ST. ALBERT	2	VILNA	1
ST. LINA	1	VIMY	1
ST. PAUL	2	VULCAN	1
SEBA BEACH	1	WANDERING RIVER	1
SHERWOOD PARK	3	WANHAM	2
SMOKY LAKE	2	WAINWRIGHT	2
SPRUCE GROVE	1	WARBURG	1
STETTLER	3	WESTLOCK	1

SOURCE OF WRITTEN COMPLAINTS BY LOCATION - CONTINUED

WETASKIWIN	3	WRENTHAM	1
WILLINGDON	2	OUT OF PROVINCE	4
WINFIELD	1		

CASE SUMMARIES

100-1/87-02

A rural Alberta M.L.A. contacted this office regarding a constituent's complaint against an oil company.

It seems the farmer in an income tax revision in 1987 discovered an oil company cheque for annual compensation in 1983 that had been cancelled by the company. The farmer was irate - the Farmers' Advocate's office investigated.

The well which had been abandoned by the company soon after drilling had a chairman's certificate of abandonment issued by the Land Conservation & Reclamation Council (L.C.& R.C.). The chairman's certificate had been signed by the farmer indicating his approval. Since the certificate had been issued prior to the first anniversary date of the wellsite agreement, the company were within their rights to cancel the cheque, which was issued in error.

It is notable that the company returned and did work to the wellsite after the certificate was issued, spreading manure, etc. This was the result of the farmer voicing his unhappiness about the reclamation of the site even after he had signed the certificate indicating he was satisfied.

The Department of the Environment also continued to monitor and control the site for scentless chamomile for several years after the abandonment.

A complete reporting of events that transpired over the years in relation to this wellsite was delivered to the local M.L.A.

100-2/86-5

The complainant's farm, located in the general area of a major airport, was subject to an easement in favor of the Federal Government covering a guidance and communication system.

The easement's original term had expired some five years ago and the parties involved had been unable to negotiate the terms of a new contract.

The involvement of this office resulted in two independent appraisals being conducted, the costs of which were born by the lessee.

As this report goes to press, we are advised that an amount has been offered. this offer has been accepted and all the remains is a completion of the paper work.

110-2/87-09

An elderly couple approached this office concerning a caveat against their property placed there many years ago by a chartered bank.

There was some indication that the caveat placement may have been the result of some irregularities and indiscretion by the now crippled and aged husband.

Discussions with the bank resulted in the removal of the caveat and a clearing of the couple's title.

Much credit should go to the bank for their attitude in the handling of this case.

110-2/87-05

A farmer approached the Farmers' Advocate's office as a result of interaction with the Farm Credit Corporation (F.C.C.) that had resulted in him selling his farm.

It seems the farmer had experienced financial difficulties while still having a positive asset to liability ratio.

Because of pressure from F.C.C. he decided to sell his farm. He sold the farm and paid off F.C.C.

The farmer, by paying off his farm early, even though under a forced sale, was assessed a substantial prepayment penalty. He had no choice but to comply with the prepayment penalty in order to have the titles released to the new owner.

F.C.C. enunciated to the farmer that they would not return the penalty because the farmer still had a substantial asset. The farmer appealed to my office on the basis of what he perceived an unfair situation.

After discussion with F.C.C. a letter was sent to the farmer from which we quote, in part:

> "As a result of an inquiry on your behalf from the office of the Farmers' Advocate's office, we have reviewed our policy regarding prepayment penalties.
>
> I am pleased to advise that we have decided to waive the prepayment penalty in circumstances such as yours..."

120-1/86-5

At the request of a County Council, the Farmers' Advocate was invited to attend a meeting between county personnel and two farmers in serious and bitter conflict over matters pertaining to drainage and disposal of water.

Both farmers involved were not strangers to the office as they had both been in contact with us over the last two years relative to this problem. A complete survey and investigation had been conducted by the Department of the Environment with a report presented to our office prior to this meeting.

The onsite inspection revealed that the farmers had done an admirable job of draining their lands but had shown little consideration for the effects that it might have on their neighbors. Goodwill was absent in the relationship between the farmers and negotiations were most difficult.

While the county was accused of not implementing proper drainage measures in the road ditch, it was evident after a visual inspection and a review of survey material from the Department of Environment (who were also present) that the County had done a workmanlike construction job and had made every effort to accommodate ratepayers needs.

Notable was the fact that of the lands in question belonging to the two farmers, it was unlikely that more than 1% of the total land area was undrained.

The Farmers' Advocate advised the farmers that from his understanding of the situation their requests and attitudes were unreasonable.

120-2/87-02

The complainant, a central Alberta farmer, was hailed out in 1985 and subsequently received his insurance monies from Alberta Hail & Crop Insurance Corporation.

The farmer then submitted his appropriate levy to the Western Grain Stabilization Program (W.G.S.P.), clearly indicating this was his payment for the 1985-86 crop year. His cheque was dated July 31, 1985. August 1, 1985 was the beginning of the new crop year.

Later in the year when a payout was made from the W.G.S.P. the farmer did not receive his full payout. In his contact with Plan officials he was told that his voluntary payment was dated July 31, 1985 and so was ineligible as a contribution in the new crop year.

This was an unusual case in that a contributor to a plan was disqualified for paying early rather than late, which is usually the case.

It seemed to our office that natural justice should allow the farmer to be included in the Plan.

W.G.S.P. officials braced their feet and would not deviate in their decision of no payment.

In July of 1987 I received word from the Federal Minister of Agriculture that the Minister in charge of the Wheat Board had issued a direct order to his officials in Winnipeg to pay the farmer his proper due.

Noteworthy in this case was not that the farmer was paid (albeit very late), as he should have been, but that it took so much effort and pressure to effect that change.

Those involved and contributing in a major way to the solution of this case were two federal cabinet ministers, two provincial cabinet ministers, the farmer's Member of Parliament and M.L.A., the Alberta Grain Commission and the Department of the Attorney General.

110-2/87-11

A farmer contacted the Farmers' Advocate's office regarding an interaction between he and another farmer and a chartered bank.

It seemed our client sold cattle to another farmer, took partial payment with the balance due several months later when the purchasers mortgage arrangements were completed with the bank. Credit checks by our client had indicated the purchaser of his cattle had no outstanding debt.

The bank, in their zeal to gain adequate security on the mortgage, took steps that resulted in our client losing his first security position relative to the cattle that had not yet been paid for.

Discussions with the bank resulted in changes that resolved this case to everyone's satisfaction.

150-1/87-54

The complainant contacted our office indicating difficulties with his farm landlord. It seems the lease arrangement between the lessee and lessor was based on a crop share and also allowed the lessee use of the lessor's farm equipment. The lessee, at the time of contact by the complainant, had been refused further use of the farm equipment by the lessor. The lessor had also engaged the services of a lawyer to act on his behalf.

My office contact with the lessor's lawyer at this point resulted in the complainant again having the use of the machinery.

Two weeks later the complainant again contacted the office about difficulties with his landlord.

A meeting was arranged with the Farmers' Advocate, landlord and tenant present at the landlord's farm a week later. It was obvious from information gained from the meeting that a large part of the fault for the difficult relationship was the result of actions, or inaction by the complainant rather than the landlord.

After discussion, agreement on a resolution to the dispute was reached. A written agreement was formulated in the field. Both parties to the dispute signed the agreement. The agreement revoked the existing lease between the parties, allowed for the payment of bills and sharing of grain.

Case closed.

150-1/87-57

A landowner contacted our office to seek assistance and advise regarding a dispute with a neighbor.

Some 10 years prior he had constructed a dugout dam combination with Prairie Farm Rehabilitation Administration (P.F.R.A.) assistance for the purpose of supplying his dairy farm with water.

The dam, located in a deep wooded coulee populated by beavers backed about 2½ feet of water onto his neighbors land.

Family relationship underwent a change on the adjacent property and the neighbor complained about the water backing on their land and contacted the Department of the Environment for resolution of the alleged problem.

The local county was also contacted because of some culvert work they were involved in owing to the proximity of the dam to the county road.

The Department of the Environment after inspection and survey indicated that while they saw little negative effect upon the property of the complainant, the act was specific and if no other solution could be achieved they were in a position of requiring the dairy farmer to lower the level of his water basin by 2½ feet.

An on-site inspection and meeting was called by my office which to the best of our knowledge resulted in the sale of the effected property by the complainant to the dairy farmer.

No further involvement was requested by the farmer.

150-1/87-53

The complainant farmer contacted our office relative to difficulties he was having with his insurance company in settling a claim.

A fire started by his neighbor had spread onto the complainant's land causing crop loss, damage to trees and equipment.

Our negotiations with the insurance company were difficult and did not bring the results the farmer had hope for, however, the case was settled.

Notable was the fact the neighbors insurance company had paid the complainant some mones for the loss. The Alberta Hail & Crop Insurance Corporation (A.H. & C.I.C.) had paid the farmer for the crop loss.

However, the neighbors insurance company had deducted from the amount they would have had to pay the complainant and amount equal to those monies paid out by A.H.& C.I.C.

Had the corporation had a "subrogated interest" clause in their policy with the complainant they could have been reimbursed for the amount of their loss payout by the private insurance company who was insuring the neighbor where the fire originated.

This case was discussed with A.H. & C.I.C.

150-1/87-19

My office was contacted by a farmer in the process of having a number of oil leases abandoned. His complaint was mainly centered on two specific areas of concern: 1. that the certificates of abandonment issued by the Land Conservation & Reclamation Council (L.C.& R.C.) took effect before the site had demonstrated its ability to produce as before or similar to adjacent land, 2. that after numerous requests of the Council, he was unable to obtain a copy of the Reclamation manual which outlined the standards relating to abandonment.

At the urgings of the Farmers' Advocate, the Council acceded to the request of the farmers supplying him with a manual indicating, however, that if many requests were made for the publication a charge would have to be levied.

The concern the farmer expressed relating to an abandoned lease site not only looking good but also being able to produce well is worthy of consideration. Very often a small portion of a lease site may remain unproductive for some time, particularly if sump fluids were disposed of on site or chemical soil sterilants used around the well head or other installations.

In this particular case, the L.C.& R.C. officers have made several trips back to the subject leases to confirm proper abandonment. There is some indication that there will be follow-up in the coming growing season.

140-1/87-05

A rural gas co-op contacted the office of the Farmers' Advocate to request assistance in dealing with a farmer who was denying employees access to a regulating station and valve site.

An on-site meeting was arranged with my office, gas co-op personnel and the farmer present. The farmer indicated that he had no quarrel with the gas co-op but that the pipeline company involved had not treated him fairly, he was requesting compensation from them and was enforcing his demands by denying entry to the employees. A truce was arranged pending further investigation.

Prior to my office's involvement in this case personal from Transportation and Utilities and the R.C.M.P. had been involved in this case.

The details of this case are too lengthy to report but final resolution of this case was arrived at when another joint meeting of all interested parties was arranged, this time included were officials of the pipeline company.

When all the paper work was examined, contracts, etc., it was determined that the farmer, years before, had signed over to the company right of access and had been duly paid for this right.

It was evident that access to the valve site was enforceable by law.

As the meeting ended the farmer acknowledged his error which was a result of his forgetfulness.

130-3/87-01

A farmer contacted our office regarding tractor engine failure.

The tractor had been purchased new in 1982 so that at the time of contact with our office it was off warranty.

Contact was made with the Farm Implement Act Administration who agreed to investigate the case. The investigation revealed the following:

1. The tractor suffered crankshaft damage in the first year of operation because of oil filer failure and was repaired at the company's expenses.

2. Two and one-half years later oil pressure dropped, the crankshaft and bearing showed wear. The "crank" was reground and the repair completed at the owners expense.

3. A year later the reground crankshaft broke, a new one was installed, the farmer paid for the repair.

4. Five months later the tractor engine seized solid. The dealer's service manager checked the oil in the engine and found that it was new and had been installed <u>after</u> the engine had seized. Upon dismantling the engine crankshaft was found to be burned blue with heat cracks throughout and failure was caused by allowing the engine to run out of oil.

Farm Implement Act involvement resulted in the farmer getting a new crankshaft to replace the one that had been reground and then broke a year later.

The cost of the repair resulting from the farmer allowing the engine to run without oil was appropriately borne by him.

Case closed.

130-4/87-02

A farmer contacted our office over his inability to regain possession of a deposit made on a steel building. The deposit had been given with the understanding between farmer and salesman that his cheque would be held without being cashed for a period of two weeks subject to notice of cancellation of the contract if the farmer found some equipment auxiliary to the building was not suitable.

The complainant's first sign of trouble was when his bank called him the next day to tell him they had certified the cheque in question.

Notable in this case was the fact that the farmer had not wanted to sign the contract for the building knowing that he needed more information on this auxiliary equipment. The salesman urged him to sign saying that he did not want to make another trip out from the city and in lieu of this, he would hold his cheque and contract for two weeks subject to his phone call of cancellation.

A chronology in part of what happened is as follows:

1. The farmer found the building unsuitable and phoned the salesman cancelling the building.

2. The salesman, who now had the deposit cheque cashed and had told the farmer his deposit would be returned, did not cancel the building with head office and the building was shipped from Ontario.

3. The farmer makes repeated calls to Toronto to straighten things out - gets legal advice - contacts Consumer & Corporate Affairs and then the office of the Farmers' Advocate of Alberta.

4. My office contacts the salesman, who is very uncooperative to the point that he would neither confirm or deny his contact from the farmer cancelling the contract.

After discussions with the salesman even the most reasonable person would have been left with the suspicion that the salesman had been so motivated by the commission he would receive for the sale that he did not pass on the cancellation notice to head office.

After substantial contact with the president of the company, both by letter and phone, stressing above all, a case for ethics in business, we eventually closed our file after receiving the following letter from the farmer, which we reprint here in part, leaving out names and amounts for reason of confidentiality.

"Dear Farmers' Advocate:

This letter is to officially inform you that we (clients names and address) received the amount of $..... from (manufacturer's name) on (date).

We would like to thank everyone in your office who worked so hard to help us receive our deposit back from this company.

We do realize the number of cases that you people have to deal with each day and we appreciate very much the prompt attention and continuous effort that our problem received from you office.

Thanks again!

Yours truly,

(Client's signature)"

150-1/87-23

A farmer in the process of arranging financing with a chartered bank discovered to his dismay that his loan was being held up because of a caveat against the title of the lands which he offered for security.

The complainant, prior to contacting the Farmers' Advocate, had considerable contact with the caveator but unfortunately, very little was happening regarding his caveat removal and the delay was not only inconvenient but expensive.

The problem lay in the fact that a major pipeline right-of-way existed on the lands of the complainant and his neighbors upon which owners of the pipeline carried a large mortgage running into seven figures.

The mortgagor when placing the caveat on the complainants property, failed to be explicit on the documentation regarding the precise nature of his interest. As a result the caveat indicated the caveator had an interest in the farmers lands rather than only an interest in the pipeline facility located in the right-of-way.

Contact with the caveators branch office in our province did little to spark movement regarding the appropriate documentation change. Contact with the company's head office in Montreal, however, produced the desired results.

Footnotes: Many people still don't fully appreciate the fact that Land Titles is an office of registration only in which no facility exists to confirm the authenticity of a document effecting a title. With this in mind, our office has had communication with the Law Society of Alberta to encourage solicitors to be specific as to the interest involved when having a document registered against a title. Our efforts to date have been well received by the Law Society and their cooperation confirmed in writing by it's president. A change of the type of documentation (form) has also occurred at the Land Titles Office which aids in outlining specifics of the interest caveated.